



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, AUGUST 10, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. Proclamation Recognizing the 80th Anniversary of Social Security

3. PRESENTATIONS:

A. Certificates to the Miss Leesburg winners: Miss Leesburg - Dayla Scheinfeld; Teen Miss Leesburg - Jenna Croft; Junior Miss Leesburg - McKenzie Berry; Little Miss Leesburg - Madison Rowland; and Tiny Miss Leesburg - Sophia Ross

B. Venetian Gardens Splash Pad Progress Report

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 27, 2015

B. PURCHASING ITEMS:

1. Resolutions authorizing execution of a contract amendment to extend agreements with AMEC Environmental & Infrastructure and DRMP, Inc. for professional engineering services to provide stormwater design and studies services.

A. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to a Professional Services Agreement with AMEC Environmental & Infrastructure, extending the agreement for two years; and providing an effective date.

- B. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to a Professional Services Agreement with DRMP, Inc., extending the agreement for an additional two years; and providing an effective date.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, authorizing ratification of Collective Bargaining Agreements with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants
- 2. Resolution of the City Commission of the City of Leesburg amending the fiscal year 2014-15 budget for the Communications and Water Funds for the Third Quarter; and providing an effective date.
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Lightsey Ranches, Ltd for relocation of Gopher Tortoises from the CR 470 Coreslab property; and providing an effective date.

5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. First reading of an Ordinance extending the City's participation in the Countywide Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services

6. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



Venetian Gardens Splash Pad



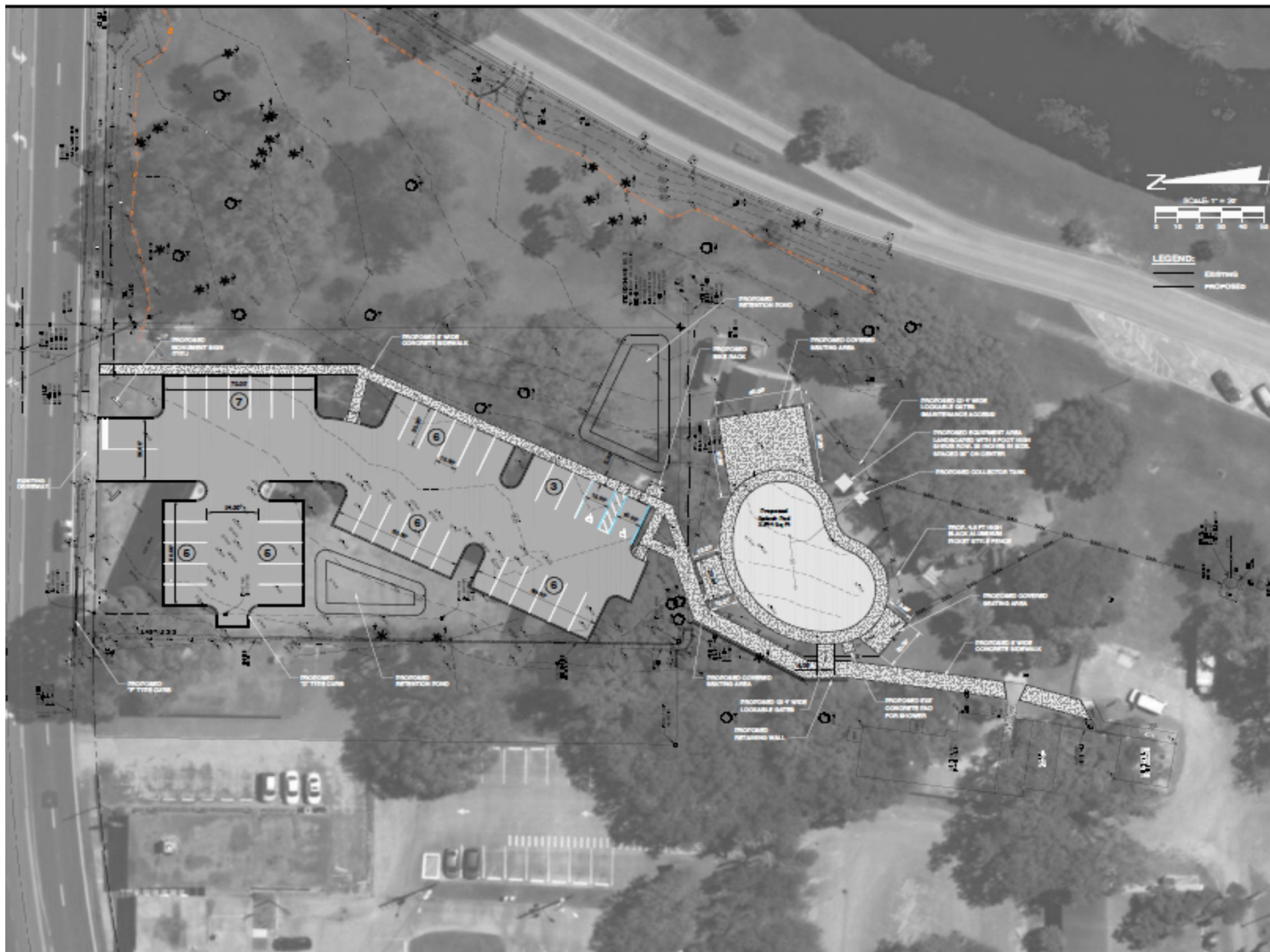
Progress report

Project delivery method – Design-Build

Conceptual engineer – Booth, Ern, Straughan, Hiott (BESH)
local, recent splash pad experience –Tavares, Clarmont
preparing bid documents – 30% design of infrastructure

Equipment vendors – Waterplay and Vortex
solicited submittals – 5 responses
Evaluation criteria – construction, O&M, servicability, warranty
Staff, design engineer, CM selection, RAB review

Site layout – underway, need Commission input





Site Layout

Code requirement:

wetted perimeter within 200 ft of restroom
men- 2/1/1; women 0/5/1; changing table in each

Existing facilities:

public restroom- men 1/2/1; women 0/2/1
Rogers Park – men 1/1/1; women 0/1/1

Options:

- (1) use existing facilities; expand facilities to code
- (2) move closer to Dixie Ave; build new facility



Option 1

Use Existing Facilities, bring up to code

Public restroom

Men – wc to urinal, floor/wall finishes, changing table

Women – floor/wall finishes, changing table

Both - replace existing fixtures, ventilation, lights

Rogers Park facilities

Men – no code issues

Women – renovate to add 2 wc

Both – complete rehab, install exterior park side entry



Option 1

Advantages:

- using existing facilities is minimum cost option
- minimal impact on below ground infrastructure (SW, WW)
- Rogers Park bldg rehab work needs to be done
- helps create focal point with Kids Korner, Rogers Park, BSA bldg

Disadvantages:

- limited visibility from Dixie Ave – no “drive-by” attraction
- existing facilities



Option 2

Move closer to Dixie Ave, build new facilities:

Public restroom – construct new public restroom

minimum to meet code – men 1/1/1; women 0/4/1*
with changing tables

Rogers Park bldg – exterior entrance, floor/wall finishes

Possible location – adjacent to parking lot

Demo existing public restroom facility?

* Assumes Rogers Park bldg facility available



Option 2

Advantages:

- Drive – by recognition
- New facilities

Disadvantages:

- more expensive; requires additional underground utilities
- separates facilities, lose “destination” effect
- negative impact on rental of Rogers Park facility



Staff recommendation

Option 1

best use of existing infrastructure- most cost effective
two birds with one stone- Rogers Park bldg rehab
best utilization of space – focal point, destination

Questions?





Equipment - Waterplay

Features are attractive, colorful and versatile

Stainless steel and aluminum protected by polyester powder coat paint

Nozzles composed of acetal copolymer material instead of brass

Attachment mounting system called DEX, detach and exchange

Offers pre-programmable options as well as touch activation



Equipment - Waterplay

Acetal Copolymer Nozzles

High mechanical strength and rigidity

Resistance to repeated impacts and fatigue endurance

Chemical resistance

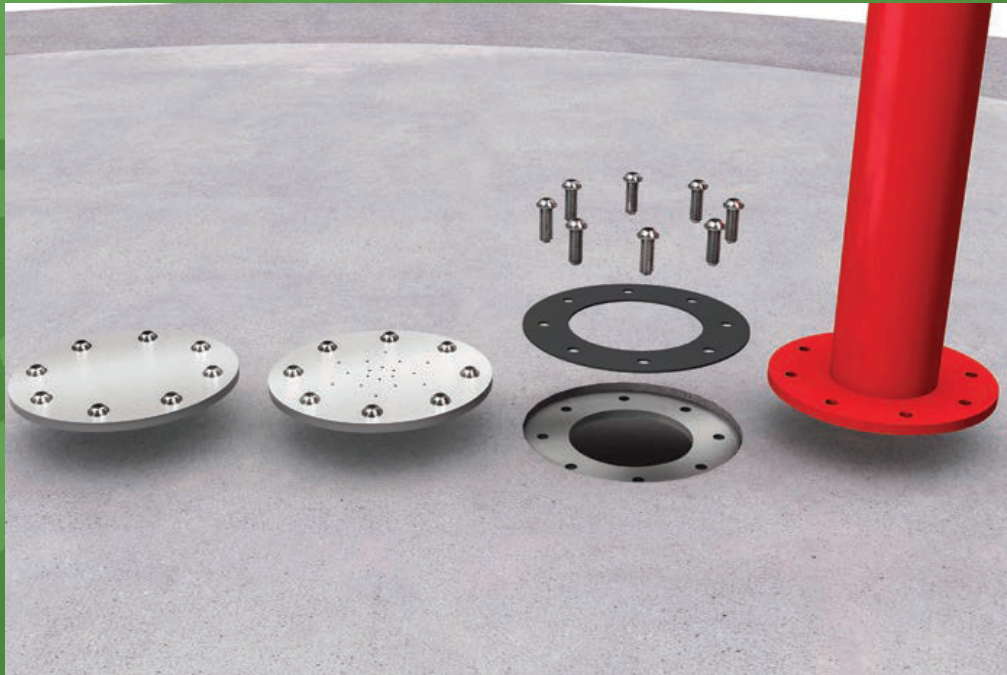
Elimination of corrosion and galling

Chemically resistant to salts, bases, esters, ketones, etc.

Does not heat like metal, safer for hot environments



Waterplay - Waterplay DEX System



Waterplay's DEX system enables components to be easily removed for component swaps and upgrades. The "flush to grade" design and use of rounded bolt heads eliminates the need for toe guards





Conservation - Waterplay

Use of BECSys3 chemical monitoring system which will inject acid or chlorine to keep water chemistry in balance.

Use of Vak Pak recirculation system and 100% filtration as opposed UV light to reduce number of backwashes which will conserve water.

Recommends tank size 5 times flow rate to maximize length of time water is treated while in the tank.



Warranty - Waterplay

Stainless steel piping and weldments	25 yrs
Stainless steel hardware	10 yrs
Acetal copolymer nozzles	5 yrs
Vaults & kiosks (structural enclosure)	5 yrs
Electronics BECSys3 chemical controller	5 yrs
Sensor BECSys3 chemical controller	2 yrs
Water recirculation components	2 yrs
Powder coat paint finish	2 yrs
Aquacrete	2 yrs
Moving parts	2 yrs



Equipment - Vortex

Features are attractive, colorful and versatile

Stainless steel components protected by polyester powder coat paint

Attachment mounting system called Safeswap, to allow for interchangeability.

Offers several types of controllers with sequencing, time control and intranet control.

Service includes 2 day operation/maintenance training on site with Vortex technicians.



Conservation - Vortex

Offers low flow products to reduce operating and chemical costs.

Design of the park to maximize efficiency through use of larger pipes, and proper sequencing between features.

Recommends use of rain diverter to prevent fresh water from mixing with chemically treated water to conserve chemicals.

Recommends addition of UV sanitization to further minimize use of chemicals.



Warranty - Vortex

Stainless steel piping, and anchoring	25 yrs
Stainless steel manifold, and hatches	5 yrs
Chemical controller	5 yrs
Brass components	5 yrs
Color coatings	2 yrs
Fiberglass products	2 yrs
Stainless steel hardware	2 yrs
Polymer products and elastomers	2 yrs
Moving parts	2 yrs
Smartflow controller	2 yrs



Previous Projects Waterplay



City of Clermont (201





Previous Projects Waterplay



Riverstone Aquatic Play Pad
Naples, FL (2013)



Zephyrhills Spray Park
City of Zephyrhills, FL (2006)



Previous Projects Vortex

Legoland Discovery Center





Previous Projects

Vortex



Give the Kids the World
Kissimmee, FL



Bradenton Riverwalk
Bradenton, FL

Questions?



**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, JULY 27, 2015**

The City of Leesburg Commission held a regular meeting Monday, July 27, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Dan Robuck
Mayor Elise Dennison

Commissioner Jay Hurley was absent. Commissioner Christian arrived at 6:19 p.m. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Robuck gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS:

**ATHLETIC FACILITIES AND PARK RENTAL REVENUE UPDATE BY
RECREATION DIRECTOR TRAVIS RIMA**

RD Rima stated per request of the Commission staff put together a presentation on the effect at Sleepy Hollow and other rental facilities after the approval of the rate schedule changes in February 2015. Total additional revenue from the first three quarters of 2015 is \$12,574.56. (Please see attached power point)

Mayor Dennison asked if there is any advertising budget and if so, is it sufficient to get the word out about our parks. RD Rima stated yes there is a little. What is interesting with Sleepy Hollow, it was more of staff just contacting people and the word spread that the city had lowered its rates. There were some other areas that raised the rates at their facilities and with ours lower, Leesburg has actually had to turn a couple people away because we cannot have two tournaments going the same weekend at one facility. RD Rima stated as far as those types of rentals, he is not sure advertising money is going to really help out all that much. His goal at Sleepy Hollow is have two a month and feels confident it will be really close to that next year.

CONSENT AGENDA:

Items pulled for discussion

4.C.3 - Submit Certification of Taxable Value for Fiscal Year 2015-16 to the Lake County Property Appraiser.

4.C.4 - Agreement with AMVETS (Huey in the Park)

Commissioner Bone moved to adopt the Consent Agenda except for 4.C.3 and 4.C.4 and Commissioner Robuck seconded the motion.

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The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Budget meeting held June 29, 2015

PURCHASING ITEMS:

RESOLUTION 9633

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Utility Technicians, Inc. for the rehabilitation of lift station 16B for a total cost of \$80,703.00; and providing an effective date.

RESOLUTION 9634

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Utility Technicians, Inc. for the rehabilitation of lift station 22 for a total cost of \$44,036.00; and providing an effective date.

RESOLUTION 9635

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to allocate forfeiture funds for the "Kicks for Guns" Program; and providing an effective date.

RESOLUTIONS:

RESOLUTION 9636

Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Interlocal Agreement between Lake County, Florida and the City of Leesburg regarding use of library impact fees for the Leesburg Public Library; and providing an effective date.

RESOLUTION 9637

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Infrastructure Occupancy Agreement with The City of Tavares, Florida; and providing an effective date.

RESOLUTION 9638

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal and Extension of Concessionaire Agreement with the Kiwanis Club of Leesburg - Sunrise, Inc., for the Susan Street Sport Complex; and providing an effective date.

RESOLUTION 9639

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Assignment of Interlocal Agreement Pertaining to Animal Control Services between the City of Leesburg and the Lake County Sheriff's Department; and providing an effective date.

ADOPTED RESOLUTION 9640 CERTIFICATION OF TAXABLE VALUE FOR FISCAL YEAR 2015-16 TO THE LAKE COUNTY PROPERTY APPRAISER

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER TO
EXECUTE AND SUBMIT THE CERTIFICATION OF TAXABLE
VALUE FOR FISCAL YEAR 2015-16 TO THE LAKE COUNTY
PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this item because the budget is set on the rolled back rate of 4.2678 which looks like about \$50,000 less than the current rate being proposed. If going to go that route, he would like to just go ahead now and set it at the rolled back rate and advertise that. This is kind of like a goodwill gesture towards our citizens who are now paying a fire assessment fee so they would know for sure the property taxes are going to go down at least a little bit.

Mayor Dennison asked if the city is able to do set the rate this early or does it have to wait until September.

CM Minner stated the DR 420 is the form the city fills out to start the TRIM process and because the city piggy backs on the advertising with the Tax Collector in sending out the notices to follow the TRIM procedures there are certain deadlines. Setting the rate at this amount sets your maximum ability to tax; you can change that by going out to advertising yourself, but it is really not advisable. He does not anticipate the Commission is going to set the rate at the current millage rate which is a slight increase. He agrees with Commissioner Robuck to set the DR 420 at the 4.2678 level.

Commissioner Bone stated he does not have a problem with the numbers and could go along with that. He is not sure why Commissioner Christian is not present and knows about Commissioner Hurley, but he honestly would prefer a full Commission present to decide this important issue.

CM Minner stated this one cannot wait because it is time sensitive. He stated we are not talking significant levels and at this rate he thinks the gesture of good faith is to set it at the 4.2678 number. It is the right thing to do.

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Commissioner Robuck moved to amend the rate to 4.2678 and Commissioner Bone seconded the motion.

The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the amendment.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 9641 AGREEMENT WITH AMVETS (HUEY IN THE PARK)

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT WITH AMVETS (HUEY IN
THE PARK); AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated he is sure it will be fine, but would like for staff to approve the painting design itself as well as the paint.

Mayor Dennison agreed and stated the stats on the paint and everything else has been submitted to the city manager. Chuck Brainerd is going to be taking care of that and it will be done in the utmost taste with the Veterans.

Don Van Beck stated he is a little confused as he thought tonight's meeting was to approve the whole project.

Mayor Dennison replied this is the whole project.

Mr. Van Beck stated this just reads executing an agreement with AMVETS for Huey in the park.

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CM Minner asked for clarification if Mr. Van Beck was confused because the title left off the memorial group.

Mr. Van Beck replied no, and asked if he could read what he wanted to say this evening. Mayor Dennison stated sure, please go ahead.

Mr. Van Beck stated the good news is they have resolved the AMVETS problem and the only bad news is that their board has not approved the agreement and does not meet until next month but Mr. Trombley has assured him it will be signed. Mr. Van Beck stated he met with Mr. Minner last week on Monday afternoon and the bad news is now the city wants the memorial group to pay for the electric and water installations. When he asked the cost, Mr. Minner indicated between three and five thousand. He believes there are electrical lines feeding the street lights along the sidewalk and the lake there that could be tapped into. The LED lights on the Huey will consume about as much power as it does for one street light, so really are not taking any power there. Also, he believes there are sprinklers in the area that could be tapped into for the water. This is now after almost five months of paperwork; the last item holding up the start of the Huey project and Mr. Van Beck requested the city pay for putting in the power and water. Good news he stated is that the county is going to give them \$25,000 to put up the pole; it is not going to cost the city anything. They have not picked up the Huey because they do not have a signed agreement and they would like to have this project completed by November 10th.

Commissioner Robuck stated he would love for things to go faster but the city has a train that is falling apart because someone in the city did not do their work 40 or 50 years ago to ensure things like this. The Commission has to make sure this thing will be taken care of and this agreement does that. We are happy and you have done a great job getting this moving and we look forward to getting the helicopter up, but that is just kind of why these things go so long sometimes.

Mayor Dennison asked the city manager if he has the exact amount of what it would cost to tap off the electric and water.

CM Minner stated no, but does not think it is a substantial number. He thinks the three to five thousand was probably a fair estimate and may be high because there are electric and water lines in the area to be tapped; it is not a hard thing. He stated when we ultimately set to do this agreement, the Commission tasked him with putting together an agreement that did certain things: 1) minimize city cost, 2) make sure the Commission had final review authority to make sure the improvements were going in a place and location that would be publicly acceptable, and 3) reduce city liability. This agreement does all those things; however, he thinks it does lean towards the side of the Veterans in a way that it did not completely reduce city costs which is what the Commission asked for and it did not completely mitigate all liability which he thinks is now a reasonable stage. The costs are not completely mitigated because it absorbs now an irrigation perpetual cost and absorbs a continual electrical cost. He capitulated with the Veterans group that yes, he would bring it to the Commission and if the Commission wants to absorb the other costs, great. He stated the only thing he takes exception to is he kind of gets put in the spot where he is seen as the one who is opposed to this process; he would just like to be clear that it is not he who is holding up this helicopter. He has provided the Commission with his opinions on this matter and thinks this is a reasonable agreement before the

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Commission. With respect to Mr. Van Beck on his initial comment he thought that this was a done deal, not really; the concept the Commission wanted was an agreement to say okay we are going to do this but the Commission is reserving the right to review a plan and these types of things. Assuming the Commission approves this tonight, even though the AMVETS have not signed off on it, he does not think is a big deal as Mr. Van Beck has expressed his group is going to sign off on the agreement. To answer the question of when does this get done, it is really at the AMVETS pace now. Assuming all parties agree as it is written, with maybe a couple minor variations, the next step would be for the AMVETS and Memorial group to bring their site plan to the city with the concepts of what it is going to look like, where it is going to be, and how it is going to go. CM Minner stated he thinks the agreement says that this needs to come back to the Commission for final imprimatur and once that is done you are off to the races.

Mr. Van Beck stated he paced off where the power was running in front of the site and it is about 20 feet to where the Huey will be, so there is no big cost running it. He reminisced for a moment and said seven years ago the AMVETS came to the city asking for a piece of ground to build a memorial and at the meeting they said yes. The memorial was built with no five or ten page agreement; they built the whole thing and it is a nice looking memorial. They were able to build the memorial, but now five months into this project, every time he turns around there is something else for them to do. He asked what kind of site plans the city is talking about and to please put it on paper and he will get it. He is 89 years old and wants to get this built; he hopes the city will let him build it.

Commissioner Bone stated he thought when this was originally presented to the Commission it was with the concession that there was not going to be any expense to the city. He believes that was the feeling of everyone on the Commission in moving forward with this project. He appreciates the service of all our service men, what they have done, and the memorial we have there now, but this was something brought to the Commission by the AMVETS and the Memorial group and he hopes they understand the city is being sensitive to their concerns in trying to get this done. He stated it was his understanding that the American Veterans were going to maintain this Helicopter and the pole; they would maintain everything, but paragraph three of this agreement says they are just going to maintain the cosmetic appearance of the helicopter. Who is maintaining the structural integrity of the pole and the helicopter?

CA Morrison stated the original draft of the agreement he submitted to their counsel provided for them to do all the maintenance and it has devolved through various negotiations to what is before the Commission tonight.

Commissioner Bone stated that is one thing he would be concerned about in approving this is the obligation, it is nice that cosmetically it will be maintained by the AMVETS, but structurally he does not know what is involved with the pole and the Huey and over the years what would be involved in keeping that there. It is one thing to paint it; it is another to go repair some sort of fracture in the pole itself.

CM Minner stated he thinks the Commissions direction was pretty clear to him and that was another area where in negotiations with the Veterans group on a staff level we capitulated to what the Veterans wanted. Having said that, he still thinks the Commissioner's interests are protected in paragraph seven. Even though the city silently

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takes on some maintenance responsibilities, the overriding protection clause in there for the city is that if it is not kept up to our standards, we ultimately hold the right to remove the statue.

Commissioner Bone stated he takes exception to that a little because he thinks paragraph seven would only allow the city to remove it if the AMVETS are not doing their part. He stated on another issue this says the city can give them 45 days' notice if they are not doing their part and can remove it or can make the needed improvements or maintenance and bill the AMVETS or the Memorial group for that. There is no kind of escrow or bond being pledged to ensure in the event that happens there is money to do that. In fact, one paragraph says in the event the AMVETS and Memorial group is dissolved or files bankruptcy then the city can remove it within 60 days and bill them for the expense, but if they are dissolved or bankrupt at that point in time there will be no monies to recover.

Mr. Van Beck stated as to the question on structure of the pole, in Connors, Georgia there is a Huey mounted on a pole and it has been there for 37 years. Sign Crafters, who just put up the big sign at the mall, are the ones going to do this one. Structurally it is not just a plain piece of pipe; they are putting up something that is probably good for 100 years.

Commissioner Bone asked if they are responsible for mounting and putting up the pole and then they walk away from it and the city finds that it was not installed properly say the next week or six months down the road, who is going to be responsible at that point.

CA Morrison stated the agreement requires them to submit the engineering to the building official and obtain all permits and as part of the permitting process is to pass the city's final inspection. The city is going to be supervising the whole process.

CM Minner stated he thinks that is typical liability. The city has that liability when it inspects construction of a house or whatever; as an inspector of construction and plan review that is the city's liability. If we approve a plan and then approve a construction site and fail to note a deficiency that is a liability the city deals with every day.

Commissioner Bone stated he does have concerns and has pointed out some of those in reviewing this contract. When this was first brought before the city Commission, the Commission said yes go forward with it because it was assured essentially the city was not going to have to do anything; that the Amvets would install it, would always take care of it, and would always maintain it. That would mean cosmetic maintenance, structural maintenance, and utilities everything. When he looks at this agreement it does not reflect exactly what we had; it does not reflect everything discussed. He is willing to move forward with it, with the capitulations that have been made, but does not want to go any further. If talking about a small amount to install the irrigation or lighting, while it is a small amount at us it is a little more to them, but it is also a reflection on what their abilities are going to be going down the road to properly maintain the memorial. Commissioner Bone stated he understands trying to save every expense for the Amvets and he is supportive of getting this done as quickly as possible, but also sees why it is taking time to get some of these things accomplished because of the process of going back and forth between the parties.

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Mayor Dennison stated for the past five months the city and the AMVETS have been going through this together and Mr. Van Beck has come back with everything that was asked of him. One thing she would like for everyone to understand is that in the past the Commission many times made promises and deals that were not in writing which have come back to bite them in the you know what. So the fact that this Commission is taking five months, the fact that there has been questions and we are trying to protect the city, is something that should have been done for the past 150 years. This is the correct way; the Commission is subject to protecting the city.

Commissioner Robuck moved to amend paragraph 2.C to add that the city will approve the paint scheme in writing prior to being painted and Commissioner Bone seconded the motion.

The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the amendment.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the resolution.

ADOPTED ORDINANCE 15-28 AMENDING THE PHASING PORTION OF A PUD ZONING FOR APPROXIMATELY 32 ACRES ON FERN DRIVE (SUNNYSIDE SUBDIVISION)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING A PUD (PLANNED UNIT DEVELOPMENT) ZONING TO ALLOW AN ADDITIONAL 48 MONTHS UNDER THE PHASING SECTION OF THE ZONING CONDITIONS ON APPROXIMATELY 32 ACRES, FOR A PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF FERN DRIVE, NORTH OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Sunnyside Subdivision)

Commissioner Bone moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

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Planning and Zoning Manager (PZM) Dan Miller stated Commissioner Bone had asked about the fence at the first reading and basically the requirement is for an eight foot PVC fence along any areas adjacent to single family. The area of the surrounding property is developed and right now would be along Sunnyside Drive on the south, Fern Drive on the east, and then north near Nebraska.

Commissioner Bone stated he understands this was approved more than four years ago and is now back requesting another four years. He thinks in a development of this size with neighboring up to single family homes, he does not like the idea of the PVC fence. The developer should be able to do something more to make it more conducive to the area.

PZM Miller stated the Ashton Woods subdivision across the street recently did a PDO amendment to allow a double rail fence with block at certain distances. Basically columns with the double rail at about five or six feet high and asked if something similar to this would be appropriate.

Commissioner Bone stated he would prefer to see something like that in the developments.

Kevin Stone, with the Law Firm Stone and Gerken, stated they certainly prepared to comply with whatever regulations are in place at the time of the site plan and plat being submitted to the city. He stated this is still a conceptual plan, so whatever requirements are part of the code at that time will be met.

Commissioner Bone asked if a traffic study has been done for the development.

PZM Miller stated there has not been one done. At the time of development submittal a traffic impact study will be required within the PUD document and there would then be the requirement for any signalization or additional lanes required if the need is shown. A traffic impact study is based on time of development, not on the time of zoning.

Commissioner Bone moved to amend the motion to add a double rail with column fence to the ordinance and Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the amendment.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the ordinance.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

ADOPTED ORDINANCE 15-29 REZONING APPROXIMATELY 1.41 ACRES FROM SPUD AND C-1 TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) (CHRISTIAN WORSHIP CENTER OFFICE AND RETAIL CENTER)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 1.41 ACRES FROM SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND C-1 (NEIGHBORHOOD COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED ON THE NORTH SIDE OF WEST MAIN STREET, AND WEST OF LONE OAK CEMETERY ROAD AS LEGALLY DESCRIBED IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CWC Office and Retail Center)

Commissioner Robuck moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Commissioner Bone stated there was some discussion about trees and landscaping and asked if that is included in this second reading.

Commissioner Robuck stated yes.

PZM Miller stated the language has been added to Section 10.C of the PUD to require a five to ten foot landscape buffer along west Main Street that complies with city code.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the ordinance.

ADOPTED RESOLUTION 9642 GENERAL RELEASE WITH BRANCH BANKING AND TRUST COMPANY

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GENERAL RELEASE WITH BRANCH BANKING AND TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

Commissioner Bone moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Bone stated the prior lease holder went bankrupt and the bank took back the lease and holds the rights. He asked if there are any potential monies owed or any potential recoveries.

CA Morrison replied no, when the bank assumed the lease out of bankruptcy proceedings they were required by the code to pure all existing defaults. They paid the rent current through that date and have kept it paid since.

Commissioner Bone stated no changes in the lease terms it is just a continuation.

CA Morrison stated may be coming back to the Commission but right now this is just releasing them. Once they are released they have agreed to assign it to someone who is a sub-tenant right now and that will come back before the Commission later.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Three yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 9643 TO EXECUTE A JPA WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION ON A RAMP EXTENSION AT THE LEESBURG INTERNATIONAL AIRPORT

Commissioner Bone introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A JPA WITH THE FLORIDA DEPARTMENT
OF TRANSPORTATION FOR CONSTRUCTION ON A RAMP
EXTENSION AT THE LEESBURG INTERNATIONAL AIRPORT;
AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

CM Minner stated back in April 2014 the city entered into a lease agreement with SunAir to construct this hanger pretty much at roughly the intersection of Airport Boulevard and Wilco Drive. Placing the building in that location necessitates this ramp extension which is an estimated cost of about \$375,000. The JPA, Joint Participation Agreement, is a

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

grant from FDOT that would provide 80% of the funding for this project and leaving the airport fund with the remaining cost of about \$75,000. Putting the building in that location necessitated this ramp; however, he thinks it is also reasonable to state constructing this ramp still has a public purpose, being defined as other benefits to the airport and thinks this project is something the city wants to do no matter what. Staff did not know if they would get a 50/50 or an 80/20 grant. At the 50/50 level he had some concerns that funding this project just with the new revenues from SunAir made the return on this investment longer, so took the liberty to negotiate or at least start some discussions with SunAir as to trying to tie up all their leases and renegotiate them. They currently have about five lease holds at the airport for their little corner, four would be on the table for discussion, and there were some quid pro quos that came in where there would be some advantages. Long story short, the city could probably realize another \$23,000 a year but would have to renew the leases for another 30 years and based on some of the previous Commission discussions 30 year leases have not been seen as advantageous. He felt this was important to bring to the Commission tonight for discussion and would like some direction as to how the Commission feels about a 30 year lease. However, tonight he does think there is a financial justification to the ramp through the grant funding and there is a reasonable pay back on the ramp, so would recommend the Commission approve the JPA.

Mayor Dennison stated in case anyone is wondering where the extra 20% comes from, the airport is now an airport enterprise fund so the city would loan the airport the 20% and then the airport would owe that money back to the city.

Commissioner Robuck stated he personally would be in favor of a 30 year lease extension given they are one of the key tenants at the airport. They are invested in the airport, spending money on a new building, and creating a lot of jobs. While he is generally not in favor of 30 year leases, given that they are one of key tenants he thinks it would be good to commit to them as long as the city gets something in return for that 30 year commitment.

Commissioner Bone stated he is willing to consider that request also.

Mayor Dennison stated she feels the same way on the 30 year leases with the key lessees at the airport. It is important because they put many years into the airport; they are providing jobs, financing, and everything else so she is in agreement with 30 years for the top three.

Commissioner Bone stated for clarification that the ramp is not an exclusive use just to SunAir; it is something that will be used by the other tenants.

CM Minner stated that is correct; this is really a link from that area over the existing ditch, over the road and immediately they would be the only ones to use it but as the lot next to them or property behind them, which would be further to the north towards 441, the ramp would be the link back there. It kind of comes back to hind sight is 20/20 and he wishes back in April he, to use an aviation vernacular, had a little more seat time to get with Leo that we probably should have rethought this location, but thinks there is an ethical commitment here on the city's part to build the ramp and having the 80/20 grant makes it justifiable. Again, he would encourage the Commission to approve the JPA this

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

evening and then if it wants to consider a 30 year lease deal he is sure Brian would be more than happy to entertain it. He stated from his perspective, what is pressing on this is the ethical obligation the City provides and his guess is that the SunAir building will be completed in the next several weeks, and thinks that SunAir has some ease as long as they know the city is moving towards getting the ramp built. As long as the city is moving progressively and that is approval of the JPA and then the engineering on the next item, we will be moving along at a reasonable pace to get the ramp built within about six months.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Four yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 9644 TASK ORDER 2 WITH AVCON, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE AIRPORT APRON EXPANSION PROJECT

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE TASK ORDER 2 WITH AVCON, INC. FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
AIRPORT APRON EXPANSION PROJECT FOR A COST NOT TO
EXCEED \$71,000.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Four yeas, no nays, the Commission adopted the resolution.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

CITY MANAGER ITEMS:

CM Minner reminded everyone of the Budget Workshop for Fiscal Year 16 at 5:30 p.m. on Tuesday evening, part two dealing with Electric, Gas, and Capital Improvement Plans.

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Bone stated he has talked to the city manager about the color changes on some of the buildings along US Highway 441 and North Boulevard; several buildings lately have been painted a kind of pawn shop yellow color. He would like to see if the city can do an ordinance, he knows other cities have them; in fact the city of Wildwood recently had a situation where someone painted a building and staff went right away and did an ordinance to tone down the colors. He would particularly like to see this on the city's main roads. **Mayor Dennison** agreed it is a good suggestion. **Commissioner Christian** asked if this could be done in the US Highway 441/27 CRA. **CM Minner** stated yes, in fact he thinks it can be done in a couple different ways. On Commissioner Bone's suggestion he already has staff working on some potential draft language on some overlay district type regulations that would bring in a color scheme type of thing. It is a double edge sword but at the end too Commissioner Christian, it does get back to where you want to implement it and there are a couple phases: 1) make sure we like how we are implementing, what kind of color scheme is wanted, and 2) clearly define where to put it by tying it into CRA boundaries, tie it into road boundaries, or tie it into specific boundaries created pursuant to that ordinance. This his suggestion would be make sure the Commission is comfortable with some of these drafts and this is kind of coming in a little bit of reverse coming from the Commission, but then it would need to go back Planning and Zoning to approve it for the land development regulations and then ultimately back to the Commission for final approval. His guess would be to get a draft in front of the Commission by Septemberish, if okay. **Commissioner Bone** stated a couple months ago the Commission passed an ordinance regarding signs and flags and he has noticed seeing more and more of them actually with some of the new businesses coming in and asked if the city intends to enforce this. **CM Minner** stated he will talk to the Chief on the feather flag issue.

Commissioner Robuck stated as to the feather flags he has asked a couple of times for this information to go out in the utility statements letting people know it is prohibited. So maybe we could do that. **Commissioner Robuck** stated FMPA had their annual convention, he was not able to attend, but our representative Bill Polk did attend and he met with him to get the information. A couple of things they have done is on the Taylor swaps which briefly is going to add \$2.00 to our electric rate going forward, in 2005 the FMPA was undecided to speculate on interest rates and they were badly wrong. On the Duke settlement the cash is going to be disbursed soon but that is part of our electric rate reduction and they had an ROE settlement which had to do with Duke setting their rates back in 2011 on how they were calculated in term equity, FMPA objected and took them to court over it and actually got some money, so 1.7 million dollars to be split among all requirements project members. He stated even FMPA has done some not so smart things like the Taylor swaps, they do provide value in terms of the Duke settlement, they took the lead on that, something the city probably could not have done in terms of litigation

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 27, 2015

wise. Also, on electric he just wanted to say he had a very positive customer service experience last week when he went in to switch on power to a Romac building that a tenant had vacated. The lady who helped him did not know he was a Commissioner; it was very pleasant as he waited less than ten minutes, and she handled everything very professionally, so he thinks the new customer service manager is making some progress there. He also got an unprovoked compliment from a real estate agent about Mike Rankin and Dan Miller, just raving about how they did a great job handling a difficult issue on a piece of property they had. This is the first time someone has come up to him since he has been on the Commission and wanted to tell him something positive; so great job and he is excited that things like this are happening. The gateway project ribbon cutting was great, well attended and most exciting he met some new business owners who are buying the Leesburg Tire and Battery for a new business and mentioned the effect the streetscape had on their decision to do this. Hopefully we will continue to see that area of town continue to clean up and be able to focus on some other areas. He did look at the sidewalks downtown and to him they look okay.

Commissioner Christian stated he also walked downtown and the sidewalks looked okay, maybe one crack on Canal and Main on the curve but he did not see \$40,000 worth of work needed. He suggested maybe some of this money could be used in Carver Heights where he found some missing sidewalks. **CM Minner** stated it will be discussed during the budget workshops.

Mayor Dennison stated speaking of sidewalks; she visited with a resident this afternoon regarding drainage issues on Crest Avenue and Flamingo Drive. There was not a heavy rain today; however, it was flooding on the north side of Crest and also on Flamingo. She would like to see some work done in this subdivision behind the Post Office. **CM Minner** stated staff is working on a plan. **Commissioner Christian** asked about the problems. **CM Minner** stated this one of the city's older subdivision which has not had much work and it does need attention.

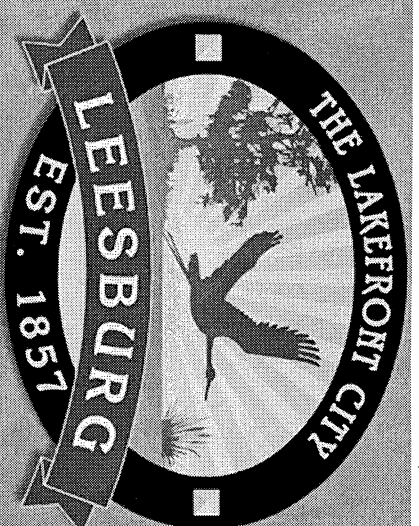
ADJOURN:

The meeting adjourned at 6:35 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



Athletic Facilities & Park Rental Revenues



Athletic Facilities & Park Rental Revenues

- Rental Facilities
 - Sleepy Hollow, Susan Street, Pat Thomas, Gymnasium, Rogers Park Pavilion, Other (Berry Park, VG Pavilions, John L. Johnson)
- Rate Change
 - Approved by commission 2/9/2015



Sleepy Hollow Complex

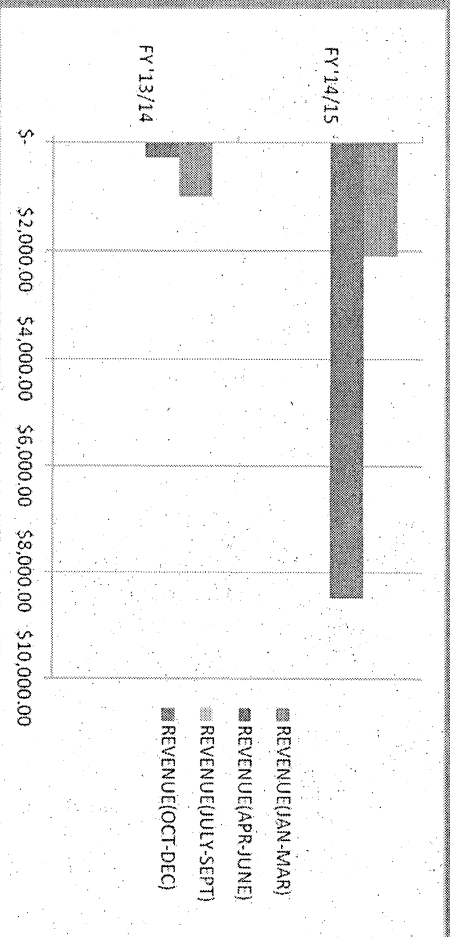
FY '14 – Q1 = 0 Rentals \$0
FY '15 – Q1 = 0 Rentals \$0

FY '14 – Q2 = 1 Rental \$1000
FY '15 – Q2 = 1 Rental \$2,162.50

FY '14 – Q3 = 1 Rental \$280.25
FY '15 – Q3 = 4 Rentals \$8,492.91

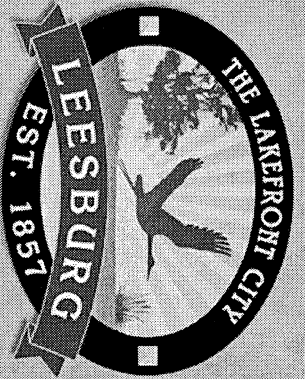
FY '14 – Q4 = 0 Rentals \$0
FY '15 – Q4 = Unknown

FY' 14 Totals = 2 Rentals \$1,280.25
FY'15 Q1-3 = 5 Rentals \$10,592.91



FY '15 Renters

- National Softball Association (NSA)
- Sunshine State Baseball Tournament (SSTB)
- Florida Half Century (FHC)
- Q4 Scheduled
- SSTB
- Leesburg Bombers
- Diamond Girlz
- NSA



Roger's Park Pavilion

FY'14 – Q1 = 17 Rentals \$725

FY '15 – Q1 = 9 Rentals \$623.75

FY '14 – Q2 = 5 Rentals \$205

FY '15 – Q2 = 18 Rentals \$980

FY '14 – Q3 = 7 Rentals \$325

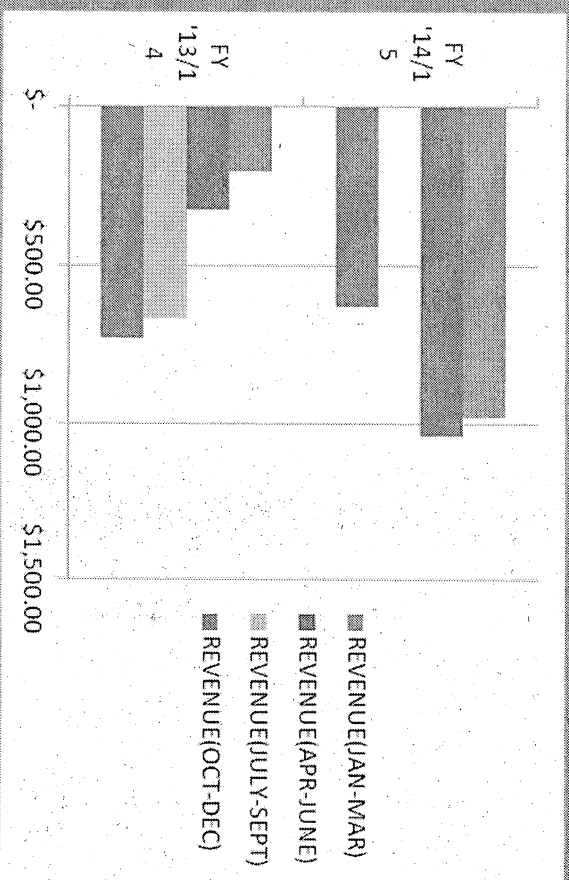
FY '15 – Q3 = 23 Rentals \$1,038.15

FY '14 – Q4 = 7 Rentals \$662.50

FY '15 – Q4 = 12 Dates Reserved

FY' 14 Totals = 36 Rentals \$1,917.50

FY'15 Q1-3 = 50 Rentals \$2,641.90





Susan Street Complex

FY'14 – Q1 = 0 Rentals \$0

FY '15 – Q1 = 0 Rentals \$0

FY '14 – Q2 = 0 Rentals \$0

FY '15 – Q2 = 11 Rentals \$575

FY '14 – Q3 = 6 Rentals \$225

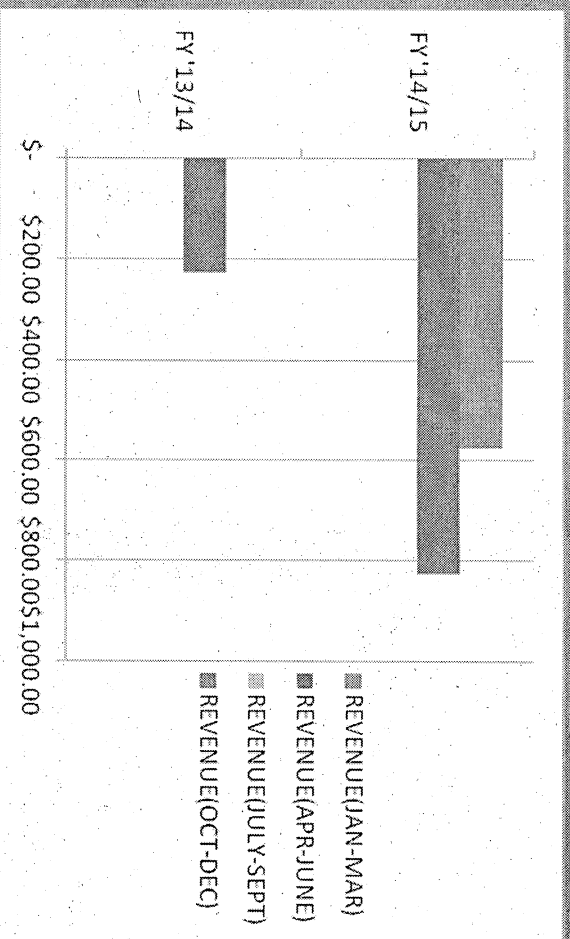
FY '15 – Q3 = 11 Rentals \$825

FY '14 – Q4 = 0 Rentals \$0

FY '15 – Q4 = Unknown

FY' 14 Totals = 6 Rentals \$225

FY'15 Q1-3 = 22 Rentals \$1,400





Pat Thomas Stadium

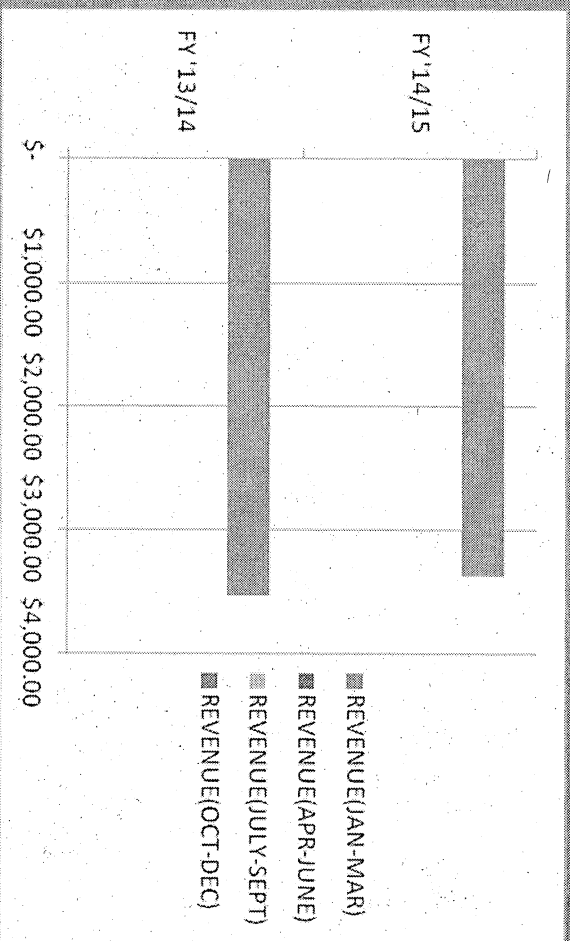
FY'14 – Q1 = 0 Rentals \$0
 FY '15 – Q1 = 0 Rentals \$0

FY'14 – Q2 = 1 Rental (14 Days) \$3,540
 FY '15 – Q2 = 1 Rental (13 Days) \$3,375

FY'14 – Q3 = 0 Rentals \$0
 FY '15 – Q3 = 0 Rentals \$0

FY'14 – Q4 = \$0
 FY '15 – Q4 = Unknown

FY' 14 Totals = 1 Rentals \$3,540
 FY'15 Q1-3 = 1 Rentals \$3,375



- FY '15 Renters
- RussMatt Baseball



Leesburg Recreational Complex “Gymnasium”

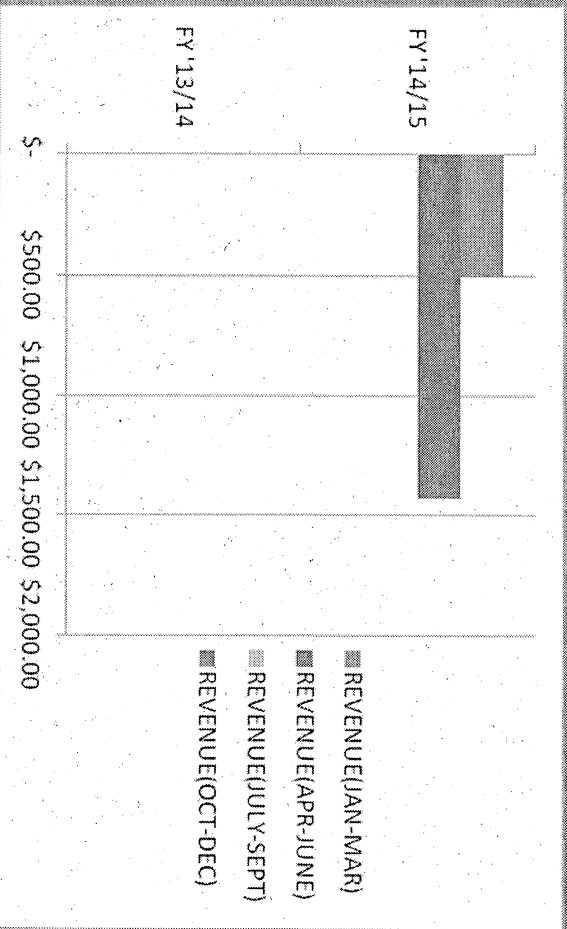
FY '14 – Q1 = 0 Rentals \$0
FY '15 – Q1 = 0 Rentals \$0

FY '14 – Q2 = 0 Rentals \$0
FY '15 – Q2 = 2 Rentals \$500

FY '14 – Q3 = 0 Rentals \$0
FY '15 – Q3 = 5 Rentals \$1,430

FY '14 – Q4 = \$0
FY '15 – Q4 = Unknown

FY '14 Totals = 0 Rentals \$0
FY '15 Q1-3 = 7 Rentals \$1,930



- FY '15 Renters
- WXW Professional Wrestling
 - North American Model Horse Association



Other (Berry Park, John L. Johnson Park, Misc. Pavilions...)

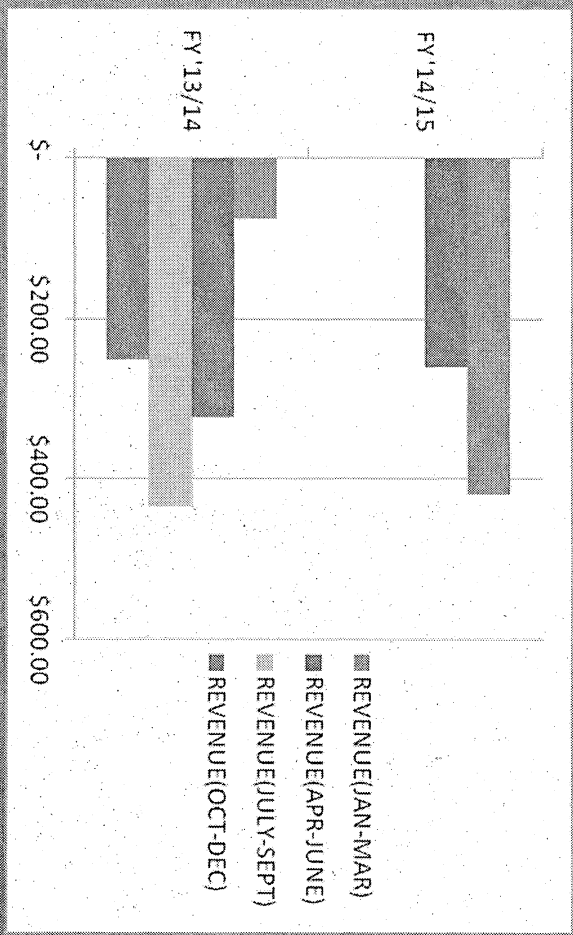
FY'14 – Q1 = 13 Rentals \$250
FY '15 – Q1 = 0 Rentals \$0

FY'14 – Q2 = 3 Rentals \$75
FY '15 – Q2 = 11 Rentals \$420

FY'14 – Q3 = 7 Rentals \$322.50
FY '15 – Q3 = 12 Rentals \$260

FY'14 – Q4 = 9 Rentals \$435
FY '15 – Q4 = Unknown

FY' 14 Totals = 32 Rentals \$1,082.50
FY'15 Q1-3 = 23 Rentals \$680



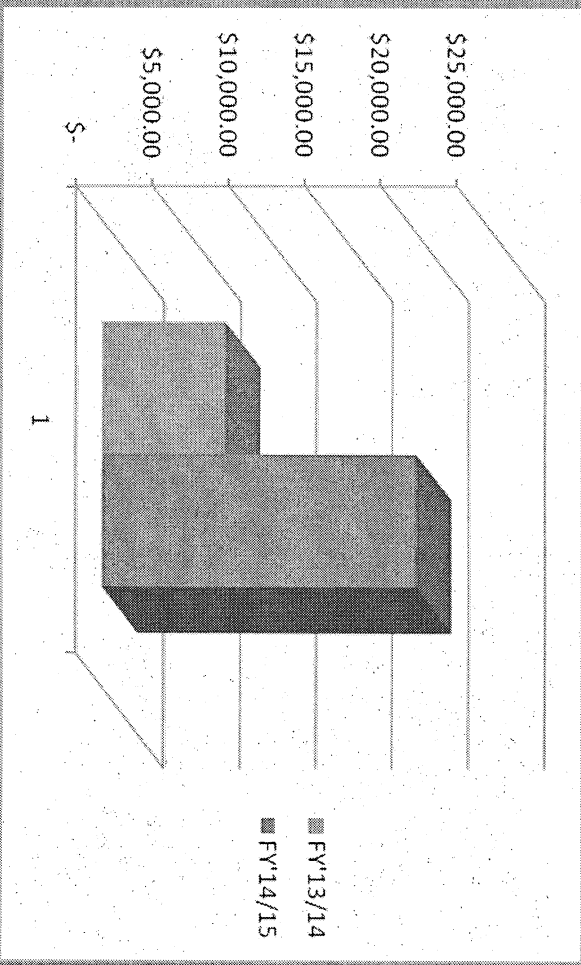


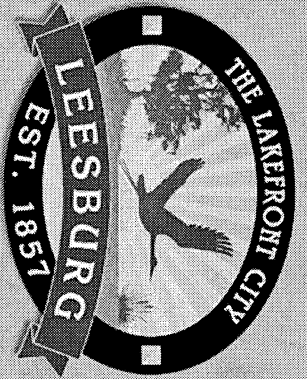
Annual Total Revenue

FY '14 – \$8,045.25

FY '15 – Q1-3 \$20,619.81

Additional Revenue = \$12,574.56





QUESTIONS?



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: August 10, 2015

From: DC Maudlin, Public Works Director

Subject: Execution of a contract amendment with AMEC Environmental & Infrastructure and DRMP, Inc. for stormwater design and studies professional engineering services

Staff Recommendation:

Staff recommends approval of the resolutions authorizing execution of the contract amendment extending the term of the agreements for two additional years.

Analysis:

The City has competitively awarded contracts with AMEC Environmental & Infrastructure and DRMP, Inc. to provide stormwater design and studies professional engineering services on an as needed continuing basis. The initial term of the existing agreements will expire September 30, 2015.

The City currently has active Task Orders issued to each of the firms. The firms have provided responsive and good service on all previously assigned tasks. Staff desires to extend the term of each firms agreement through September 30, 2017, two additional years.

Options:

1. Approval of agreement extension with AMEC Environmental & Infrastructure and DRMP, Inc. or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no fiscal impact at this time. When work is ordered under the agreement a separate Task Order will be executed. Depending on the value of the Task Order the appropriate approval will be sought.

Submission Date and Time: 8/10/2015 4:20 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard, Buyer</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. <u>NA</u> _____ Project No. <u>NA</u> _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A FIRST AMENDMENT TO A
PROFESSIONAL SERVICES AGREEMENT WITH AMEC
ENVIRONMENTAL & INFRASTRUCTURE, EXTENDING THE
AGREEMENT FOR TWO YEARS; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute amendment one to an agreement with AMEC ENVIRONMENTAL & INFRASTRUCTURE whose address is 2000 E. Edgewood Drive, Suite 215, Lakeland, FL 33803 (email: mike.phelps@amec.com) for professional engineering services related to stormwater design and studies.

THAT this is an amendment to an original agreement executed August 12, 2013 as a result of Request for Qualifications 130053.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of August 2015.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the 10th day of August 2015, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**, whose address is 2000 E. Edgewood Drive, Suite 215, Lakeland, FL 33803 (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

THAT, on August 12, 2013, the City and Professional entered into a professional services agreement whereby the Professional agreed to provide engineering services on behalf of the City (hereinafter referred to as the "Agreement").

NOW, the parties wish to extend the term of the Agreement and have entered into this First Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to extend the term of the agreement to September 30, 2017.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Professional other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services on the date stated in the preamble to this Amendment.

AMEC ENVIRONMENTAL &
INFRASTRUCTURE, INC.

By: Michael Phelps

Its: Office Manager

CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison, Mayor

Attest: _____
City Clerk

Approved
As To Form: _____
City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A FIRST AMENDMENT TO A
PROFESSIONAL SERVICES AGREEMENT WITH DRMP, INC.,
EXTENDING THE AGREEMENT FOR TWO ADDITIONAL
YEARS; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute amendment one to an agreement with DRMP, INC. whose address is 941 Lake Baldwin Lane, Orlando, FL 32814 (email: jminton@drmp.com) for professional engineering services related to stormwater design and studies.

THAT this is an amendment to an original agreement executed August 12, 2013 as a result of Request for Qualifications 130053.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of August 2015.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT OF AGREEMENT
FOR PROFESSIONAL SERVICES**

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NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services on the date stated in the preamble to this Amendment.

DRMP, INC.

By: _____

Its: _____

CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison, Mayor

Attest: _____
City Clerk

Approved
As To Form: _____
City Attorney



AGENDA MEMORANDUM

Item No: 4.C.1.

Meeting Date: August 10, 2015

From: Robert W. Hicks, Chief of Police

Subject: Ratification of Collective Bargaining Agreements with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

After thoughtful negotiations, agreements have been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units. The union membership has approved the agreements. The agreements will become effective October 1, 2015.

Fiscal Impact:

The financial implications of the new CBA will become effective October 1, 2015. The new CBA increases personnel expenses by \$44,757. Overall, FY 16 proposes a total \$115,611 increase to the police budget (1.5% increase).

Other:

Due to the length of the CBA, only the sections modified in the agreement have been attached. If you wish to review the entire agreement, please see document in the city clerk's office.

Submission Date and Time: 8/10/2015 4:20 PM

Department: <u>Police</u> Prepared by: <u>Lisa Carter</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> Dates: <u> </u> Attorney Review: Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, RATIFYING THE COLLECTIVE
BARGAINING AGREEMENTS WITH THE FLORIDA POLICE
BENEVOLENT ASSOCIATION, INC. FOR
OFFICERS/DETECTIVES AND CORPORALS/SERGEANTS;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT agreements have been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units. The union membership has approved the agreements, and

THAT these agreements are hereby ratified and accepted by the City of Leesburg, and the Mayor and City Clerk are authorized to execute the agreements on behalf of the City.

THIS RESOLUTION shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of August, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

FY15/16

Proposed Modification to the Leesburg Police Officer/Detective and Police Corporal/Sergeant's CBA:

Pursuant to the CBA's for both units, below represents that City's offer for wage increases.

1. The City and the Members agree to open Article 31 to consider a modification to paragraph 6 and the creation of new paragraph 7.
2. The City and the Members agree to modify sections of Article 34, which specially remove wage openers for FY 17 and provide increased wages; thereby, making final the agreement through September 30, 2017.

Below are the proposed modifications:

Article 31

6. The benefit accrual rate for all eligible personnel for credited service ~~on and after~~ between October 1, 2009 and September 30, 2015 ~~will increase from 2% to~~ will be 2.5%. On and after October 1, 2015, the accrual rate shall be 3.0%.

7. The City and the Members mutually consent that all insurance premium tax revenues ("IPTR") received by the City during the term, or future terms, of this agreement shall be used to fund benefits as provided in Article 31 of this Agreement.

Article 34

34.1 (Both Units) The below listed salary ranges shall remain in effect for fiscal year 2013-14 beginning October 1, 2013 and ending September 30, 2014. Future wage/salary increase during the term of this Agreement shall be negotiated by the Parties as provided in Section ~~34.2~~ 34.3 of this Article.

	Hourly Min	Hourly Max	Annual Min	Annual Max	PTO Accrual Max Rate
Police Officer 300	\$16.25 <u>\$18.96</u>	\$24.19 <u>\$27.85</u>	\$35,912.50 <u>\$41,901.60</u>	\$53,464.32 <u>\$61,548.50</u>	\$23.04
Sr. Police Officer 302	\$16.96 <u>\$19.91</u>	\$26.15 <u>\$30.12</u>	\$37,481.60 <u>\$44,001.10</u>	\$57,780.45 <u>\$66,565.20</u>	\$24.90
Police Detective 300	\$16.25 <u>\$18.96</u>	\$24.19 <u>\$27.85</u>	\$35,912.50 <u>\$41,901.50</u>	\$53,464.32 <u>\$61,548.50</u>	\$23.04
Sr. Police Detective 302	\$16.96 <u>\$19.91</u>	\$26.15 <u>\$30.12</u>	\$37,481.60 <u>\$44,001.10</u>	\$57,780.45 <u>\$66,565.20</u>	\$24.90
Police Corporal 304	\$18.33 <u>\$21.12</u>	\$28.28 <u>\$31.63</u>	\$40,509.30 <u>\$46,675.20</u>	\$62,491.07 <u>\$69,902.30</u>	\$26.93
Detective Corporal 304	\$18.33 <u>\$21.12</u>	\$28.28 <u>\$31.63</u>	\$40,509.30 <u>\$46,675.20</u>	\$62,491.07 <u>\$69,902.30</u>	\$26.93
Police Sergeant 306	\$19.06 <u>\$22.17</u>	\$29.39 <u>\$34.20</u>	\$42,122.60 <u>\$48,995.70</u>	\$64,950.80 <u>\$75,582.00</u>	\$27.99
Detective Sergeant 306	\$19.06 <u>\$22.17</u>	\$29.39 <u>\$34.20</u>	\$42,122.60 <u>\$48,995.70</u>	\$64,950.80 <u>\$75,582.00</u>	\$27.99

34.3 (Both Units) Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action of this article by the City Commission. ~~The salaries and wages depicted in Section 34.1 of this article provide a five percent (5%) general wage increase for all bargaining unit members and becomes effective October 1, 2014. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. The parties agree to re-open this Agreement for the sole purpose of bargaining about compensation for fiscal year 2015-16 (beginning October 1, 2015 and ending September 30, 2016) and fiscal year 2016-2017 (beginning October 1, 2016 and ending September 30, 2017). Such negotiations must begin no later than June 1 for each preceding fiscal year and notice must be given under Article 27 of this Agreement.~~

34.3.A. (Both Units) Fiscal Year 2015-2016 (Beginning October 1, 2015 and ending September 30, 2016). For Fiscal Year 2015-2016 all members shall receive a one-time wage adjustment to reflect the increase in salaries and wages provided in Article 34.1 with the following guidelines:

1. All new members hired after October 1, 2015 shall receive the new Police Officer 300 minimum base pay.
 - a. The City reserves the right to provide a one-time signing bonus for newly hired members with previous experience.
2. All members with less than one year of service as of October 1, 2015 shall receive the new Police Officer 300 minimum base pay plus 3% increase.
3. All members with one full year of continuous service, or more, shall receive an adjustment to the new base salary of their rank/title plus
 - a. A 3% increase added only to the new base rate of pay of their rank/title (or a proration thereof if service does not equal two full years), plus
 - b. 2.25% per year of service compression factor times their current salary.
 - i. Compression factor shall be capped at 16 years of continuous service.
 - c. If the calculated increase in 3(a and b) is less than \$6,000 annually, the member will receive a \$6,000 annual increase added to their current annual pay.
 - d. If the calculated increase in 3(a and b) exceeds the new top of scale annual pay, the member will receive the new top of scale annual pay for their rank/title.

34.3.B. (Both Units) Fiscal Year 2016-2017 (Beginning October 1, 2016 and ending September 30, 2017). For Fiscal Year 2016-2017 all members shall receive a three percent (3%) cost of living adjustment (COLA), or top of scale, whichever is less.

*Copies of the CBA in its entirety are available upon request. Please contact Chief Hicks with requests or concerns.



AGENDA MEMORANDUM

Item No: 4.C.2.
Meeting Date: August 10, 2015
From: Brandy McDaniel, Budget Manager
Subject: Amending the fiscal year 2014-15 budget for the Communications and Water Funds for the Third Quarter

Staff Recommendation:

Staff recommends adoption of the attached resolution for the fiscal year 2014-15 budget for the Communications and Water Fund for the Third Quarter.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

Communications:

Fiber to Lake County Libraries	<u>\$227,459</u>
Total Communications Fund	\$227,459

Funding Source

Fund Balance/Renewal & Replacement

Water:

Plantation Water Treatment	
Plant Expansion	<u>\$569,000</u>
Total Water Fund	\$569,000

Renewal & Replacement

Options:

1. Adopt the attached resolution amending the fiscal year 2014-15 budget for the Communication and Water Funds, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The following funds will increase as seen below:

<u>FUND</u>	<u>FY 2015 ADOPTED</u>	<u>CHANGE</u>	<u>FY 2015 AMENDED</u>
General	\$23,105,520	-0-	\$23,105,520
Stormwater	3,452,766	-0-	3,452,766
Housing Assistance	139,342	-0-	139,342
Greater Leesburg CRA	1,645,480	-0-	1,645,480

Carver Heights CRA	1,217,659	-0-	1,217,659
Hwy 441/27 CRA	867,286	-0-	867,286
Debt Service	2,134,609	-0-	2,134,609
Capital Projects	2,257,408	-0-	2,257,408
Electric	76,491,250	-0-	76,491,250
Gas	10,287,074	-0-	10,287,074
Water	13,525,550	569,000	14,094,550
Wastewater	12,050,038	-0-	12,050,038
Communications	2,153,615	227,459	2,381,074
Solid Waste	3,868,381	-0-	3,868,381
Airport	2,728,448	-0-	2,728,448
Police Pension	1,258,249	-0-	1,258,249
Fire Pension	1,345,479	-0-	1,345,479
General Employees Pension	2,561,233	-0-	2,561,233
Health Insurance	5,820,868	-0-	5,820,868
Workers' Compensation	532,509	-0-	532,509
Risk Management	656,716	-0-	656,716
Discretionary Sales Tax	1,774,229	-0-	1,774,229
Gas Tax	923,993	-0-	923,993
Police Impact Fees	15,194	-0-	15,194
Recreation Impact Fees	25,079	-0-	25,079
Building Permits	700,640	-0-	700,640
Police Education Receipts	12,000	-0-	12,000
Fleet Services	<u>2,932,902</u>	<u>-0-</u>	<u>2,932,902</u>
Total	\$174,483,517	\$796,459	\$175,279,976

Submission Date and Time: 8/10/2015 4:20 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised:___ Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2014-15 BUDGET FOR THE COMMUNICATIONS AND
WATER FUNDS FOR THE THIRD QUARTER ; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2014-15 on September 22, 2014, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2014-15 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2014-15 annual budget;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2014-15 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2014-15 for the City of Leesburg, Florida:

WATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Renewal & Replacement 569,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 569,000

PROPOSED APPROPRIATIONS

Physical Environment 569,000

TOTAL PROPOSED APPROPRIATIONS 569,000

COMMUNICATIONS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Renewal & Replacement 150,000

Fund Balance Appropriated 77,459

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 227,459

PROPOSED APPROPRIATIONS

Physical Environment 227,459

TOTAL PROPOSED APPROPRIATIONS 227,459

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Renewal & Replacement 719,000

Fund Balance Appropriated 77,459

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 796,459

PROPOSED APPROPRIATIONS

Physical Environment 796,459

TOTAL PROPOSED APPROPRIATIONS 796,459

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 10th day of August 2015.

Mayor

ATTEST:

City Clerk

3rd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Water:			
	Plantation Water Treatment Plant Expansion	569,000	Construction Agreement approved by City Commission 4/27/15
	Total Water Fund	569,000	
Communications:			
	Fiber to Lake County Libraries	227,459	Contract approved by City Commission 4/13/15
	Total Communications Fund	227,459	
	Total Budget Adjustments	796,459	



AGENDA MEMORANDUM

Item No: 4.C.3.

Meeting Date: August 10, 2015

From: DC Maudlin, Director, Public Works

Subject: Agreement with Lightsey Ranches, Ltd for relocation of Gopher Tortoises from the CR 470 Coreslab property

Staff Recommendation:

Staff recommends execution of an agreement with Lightsey Ranches, Ltd to accept and relocate gopher tortoises from the CR 470 property under sales contract to Coreslab.

Analysis:

The CR 470 property sales agreement with Coreslab includes a stipulation that the City will identify and relocate Gopher Tortoises from the 75 acre property and obtain a site clearance from the Florida Fish and Wildlife Commission (FWC).

The City contracted with Southeastern Ecological Partners, Inc (SEP) to identify gopher tortoise burrows located on the property, excavate the burrows and relocate the tortoises to a certified receiving site. The process requires a relocation permit from FWC which includes a commitment to accept tortoises from a licensed receiving site.

Using historical data and FWC guidelines we estimate that the 68 burrows identified may yield as many as 40 tortoises. The agreement with Lightsey Ranches provides a commitment to accept up to 40 tortoises from our CR 470 site.

Options:

1. Execute the letter agreement with Lightsey ranches and proceed with tortoise relocation
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The recipient site charges a fee of \$700 per tortoise to relocate and accept tortoises. This agreement anticipates not more than 40 tortoises will require relocation at a cost of not more than \$28,000. The actual fee will be based on the actual number of tortoises relocated. Funds are available from proceeds of the property sale.

Submission Date and Time: 8/10/2015 4:20 PM

<p>Department: PUBLIC WORKS Prepared by: DC Maudlin Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____</p>	<p>Account No. <u>044-4081-535-3110</u> Project No. <u>447011</u> WF No. _____ Budget _____ Available _____</p>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT WITH LIGHTSEY
RANCHES, LTD FOR RELOCATION OF GOPHER TORTOISES
FROM THE CR 470 CORESLAB PROPERTY; AND PROVIDING
AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Lightsey Ranches, Ltd. whose address is 1401 Sam Keen Road, Lake Wales, Florida
33898, for gopher tortoise relocation services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 10th day of August 2015.

Mayor

ATTEST:

City Clerk

LIGHTSEY RANCHES, LTD

Letter of Agreement for Gopher Tortoise Recipient Site Services City of Leesburg, CR 470 Project

THIS AGREEMENT is entered into by and between **LIGHTSEY RANCHES LTD**, 1401 Sam Keen Road, Lake Wales, FL 33898, hereinafter called "**LIGHTSEY RANCHES**," and **CITY OF LEESBURG**, 550 S. 14th Street Leesburg, FL 34749, hereinafter called "**DONOR**."

LIGHTSEY RANCHES owns and operates the Brahma Island Gopher Tortoise Recipient Site located in Osceola County, Florida, hereinafter called the "Brahma Island." The Florida Fish and Wildlife Conservation Commission (FWC) issued a Long-term Recipient Site Permit (# **GTLR-09-00006A**) to allow the restocking of Brahma Island with gopher tortoises from authorized gopher tortoise donor sites within its designated service area.

This AGREEMENT outlines the terms and conditions that allow LIGHTSEY RANCHES or its agents to accept and relocate gopher tortoises to Brahma Island from the **City of Leesburg, CR 470** project and hereinafter called "**PROJECT**" as follows.

DONOR and LIGHTSEY RANCHES, for mutual consideration, agree as follows:

1. **Scope of Services:**

- a. LIGHTSEY RANCHES will provide the DONOR with a Letter of Reservation for submittal to FWC.
- b. LIGHTSEY RANCHES will provide DONOR with the appropriate Identification Numbers to mark gopher tortoises prior to relocation. The DONOR is responsible for marking tortoises and collecting all morphometric data required for their permit per FWC guidelines.
- c. LIGHTSEY RANCHES will receive the gopher tortoises from the DONOR at a mutually beneficial location, transport the gopher tortoises to Brahma Island, and release the gopher tortoises in compliance with FWC permit conditions.
- d. LIGHTSEY RANCHES will submit an invoice to DONOR that details the number of gopher tortoises received and the total dollar amount owed to LIGHTSEY RANCHES.

2. **Schedule.** LIGHTSEY RANCHES understands the FWC guidelines for gopher tortoise relocations and will make every reasonable effort to accommodate the DONOR. DONOR agrees that LIGHTSEY RANCHES shall not be responsible for delays due to causes beyond the reasonable control of LIGHTSEY RANCHES.

3. **Term of OFFER and AGREEMENT.**

- a. This OFFER is valid until August 31, 2015
- b. This AGREEMENT shall be valid for a period 6 months from date of execution. After which, a contract extension or a new contract must be executed between the parties.

4. **Compensation and Payment.** DONOR shall compensate LIGHTSEY RANCHES a lump sum based on the fee schedule described below. DONOR will only billed for the number of tortoises received and relocated. An estimated maximum fee is provided for planning purposes.

LIGHTSEY RANCHES, LTD

Letter of Agreement for Gopher Tortoise Recipient Site Services City of Leesburg, CR 470 Project

5. FEE SCHEDULE

Tortoise Size Class	Per tortoise rate	No. of Tortoises	Estimated Maximum Fee
Adult tortoises \geq 130 mm	\$ 700	40	\$28,000
Juvenile tortoises < 130 mm	\$ 350	0	0
Total		40	\$28,000

- a. **Invoices:** Invoices will be due at the time of billing. Unpaid invoices will be considered delinquent after 30 days of the invoice date.
- b. **Invoice Dispute:** DONOR shall notify HOWE ECOLOGICAL LLC, in writing, of any objections to an invoice within 10 days of the invoice date. Otherwise, the invoice shall be deemed acceptable by DONOR. Should DONOR dispute in good faith any portion of an invoice, DONOR shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within 30 days of the invoice date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by DONOR.

6. DONOR Responsibilities:

- a. DONOR is responsible for all fees and permits in connection with the PROJECT.
 - b. DONOR is responsible for verifying that the donor site is within the service area permitted by the FWC permit.
 - c. The DONOR is responsible for marking tortoises and collecting all morphometric data required for their PROJECT FWC permit per FWC guidelines.
 - d. DONOR is responsible for transporting gopher tortoises per FWC guidelines to the agreed upon mutually beneficial location.
- a) **Limitation of Liability.** LIGHTSEY RANCHES nor its agents are not responsible or liable for any circumstances, acts, errors, omissions or events, of any type associated with the Project, beyond its reasonable control including, without limitation, any decisions made or interpretations or clarifications of any contract documents without consultation and advice of LIGHTSEY RANCHES, construction costs, the acts or failures to act of any governmental or judicial agency. LIGHTSEY RANCHES or its agents shall not be responsible or liable for the acts or omissions of any contractor or of any of the agents or employees of any of them or any other persons at the Project site or otherwise furnishing or performing any of their work. DONOR agrees that LIGHTSEY RANCHES or its agent's liability for any and all claims arising from or related to this Agreement and/or the Basic Services and/or any Additional Services shall be limited, in the aggregate, to the amount paid by DONOR for LIGHTSEY RANCHES fees described under Compensation and Payment Services.

LIGHTSEY RANCHES, LTD

Letter of Agreement for Gopher Tortoise Recipient Site Services City of Leesburg, CR 470 Project

- b) In no event will either party be liable to the other for lost profits, special, incidental, punitive, consequential or indirect damages including lost profits, arising under or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, even if that party has been advised of the possibility of such damages.
7. **Standard of Care.** LIGHTSEY RANCHES will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of LIGHTSEY RANCHES's proposals, contracts or reports. LIGHTSEY RANCHES shall be entitled to rely upon the accuracy of data and information provided by DONOR or others without independent review or evaluation. LIGHTSEY RANCHES shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this Agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this Agreement, LIGHTSEY RANCHES's compensation shall be renegotiated accordingly.
8. **Instruments of Service.** All tracings, survey notes, data and other original documents are instruments of service and shall remain the property of LIGHTSEY RANCHES, except where by law or precedent these documents become public property.
9. **Reuse of Documents.** Documents prepared by LIGHTSEY RANCHES pursuant to this Agreement are not intended or represented to be suitable for reuse by DONOR or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from LIGHTSEY RANCHES will be at DONOR's sole risk and without liability to LIGHTSEY RANCHES. Further, any and all liability arising out of changes made to LIGHTSEY RANCHES's deliverables under this Agreement by DONOR or persons other than LIGHTSEY RANCHES is waived as against LIGHTSEY RANCHES and the DONOR assumes full responsibility for such changes unless DONOR has given LIGHTSEY RANCHES prior notice and has received from LIGHTSEY RANCHES written consent for such changes.
10. **Staff Supplement.** Employees of any entity that is a direct or indirect affiliated entity with LIGHTSEY RANCHES may assist LIGHTSEY RANCHES in the provision of services under this Agreement in accordance with the terms and conditions outlined herein. LIGHTSEY RANCHES shall remain responsible to DONOR for the conformance of such services to the terms and conditions set forth herein. Specifically, but not limited to:
- a. LIGHTSEY RANCHES has retained Howe Ecological LLC as its AGENT for the purpose of administering this contract, and conducting all contract related gopher tortoise services. Please address all correspondence to [Howe Ecological](#) at:

Howe Ecological, LLC
732 Riverbend Blvd, Longwood, Florida 32779
Mike@Howe-Ecological.com
407-232-0484

 Howe Ecological

LIGHTSEY RANCHES, LTD

**Letter of Agreement for Gopher Tortoise Recipient Site Services
City of Leesburg, CR 470 Project**

11. **Dispute Resolution.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.
12. **Severability.** Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions that are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
13. **Other Agreements.** There are no understandings or agreements except as herein expressly stated.
14. **Change Orders.** This Agreement may only be modified in writing and signed by both parties.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.
17. **Indemnification.** Notwithstanding anything in this Agreement to the contrary, in the event any damage, liability, loss, expense or cost, including attorneys' fees, is the result of a negligent act, error, or omission of a party to this Agreement, or any person employed by it, and arises out of the performance of this Agreement, said party shall indemnify, defend and hold the other party harmless therefrom.

"LIGHTSEY RANCHES"

"DONOR"

LIGHTSEY RANCHES LTD

CITY OF LEESBURG

By: Marcia Lightsey

By: _____

Print: for Layne Lightsey

Print: _____

Title: Officer, Lightsey Ranches Ltd

Title: _____

Agreement Date of Execution _____



AGENDA MEMORANDUM

Item No: 5A.

Meeting Date: August 10, 2015

From: David Johnson, Fire Chief

Subject: Extending participation in the Countywide Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The current City ordinance including Leesburg in the Lake County Municipal Taxing Unit for Ambulance and Emergency Medical Services expires on September 30, 2015. The term of the ordinance was three (3) years. Absent any plans to do otherwise with our ambulance service, it is appropriate for the City to extend the participation in the MSTU another three (3) years.

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

Submission Date and Time: 8/10/2015 4:20 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, EXTENDING THE EXPIRATION DATE SET BY ORDINANCE NO. 00 - 29 AND LATER EXTENDED TO SEPTEMBER 30, 2003, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2006, AND THEN EXTENDED AGAIN TO SEPTEMBER 30, 2009, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2012, THEN EXTENDED ONCE MORE TO SEPTEMBER 30, 2015, FOR THE PARTICIPATION BY THE CITY OF LEESBURG IN THE MUNICIPAL SERVICE TAXING UNIT ESTABLISHED BY LAKE COUNTY TO FUND AMBULANCE AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2000, the City Commission of the City of Leesburg, Florida, adopted an Ordinance No. 00 - 29, whereby it consented to inclusion of the City of Leesburg within a municipal service taxing unit ("MSTU") established by Lake County to fund ambulance and emergency medical services; and

WHEREAS, Ordinance No. 00 - 29 established a date of September 30, 2001 as the date on which the ordinance would expire; and

WHEREAS, that date was later extended to September 30, 2003; then to September 30, 2006; then to September 30, 2009; then to September 30, 2013; then once again extended to September 30, 2015; and

WHEREAS, as September 30, 2015 approaches, the City desires to extend once again the date on which its participation in the MSTU will expire; and

WHEREAS, the City is amendable to extending the expiration date for another three year term,

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2018.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk